due process of law to the absent defendant. In the principal case there was an injunction plus an order to pay into court. A garnishment proceeding is practically the same in object, method and effect, and seemingly identical in principle. A garnishment is regarded as a suit *quasi in rem* and has been held to be due process of law even as to defendants served only by publication. *Coyne v. Plume* (1917) 90 Conn. 293, 297, 97 Atl. 337, 339. It is submitted that a proceeding by injunction, as in the principal case, should likewise be held to be due process. See *Pennington v. Fourth Nat. Bk.* (1917) 243 U. S. 269, 37 Sup. Ct. 282; also (1917) 27 YALE LAW JOURNAL 252, and the following headnote.

CONFLICT OF LAWS—JUDGMENTS QUASI IN REM—FULL FAITH AND CREDIT.—Suit having been brought in Missouri on a policy of life insurance and a judgment in Connecticut having been set up by the insurance company as a defense, the Missouri court so interpreted both the Connecticut judgment and the company's Connecticut charter as to favor the plaintiff's recovery. *Held,* that not only must the judgment be given full faith and credit but the powers conferred by a Connecticut charter, as interpreted by the Connecticut court, must be likewise observed. *Hartford Life Insurance Co. v. Barber* (1917) 38 Sup. Ct. 54.

See COMMENTS, next month, and compare the discussion of a closely related problem (1917) 27 YALE LAW JOURNAL 255.

CONSTITUTIONAL LAW—POWERS OF THE STATES—TREATY-MAKING POWERS.—A local drainage board of North Dakota entered into an agreement with a Canadian municipality for the construction of a drain across the international boundary. *Held,* that the agreement was not unconstitutional as a violation of Article 1 Section 10 of the Federal Constitution prohibiting a state from entering into any agreement or compact with another state or foreign power without the consent of Congress. *McHenry County v. Brady* (1917, N. D.) 163 N. W. 540.

A case in which the United States Supreme Court discussed the power of a state to enter into agreements with a foreign country contains a *dictum* adverse to such a power. *Holmes v. Jennison* (1840, U. S.) 14 Pet. 540. Numerous cases, however, have supported the power of a state to enter into agreements with other states of the Union on matters not infringing the political prerogatives of the Federal Government. *Virginia v. Tennessee* (1892) 148 U. S. 503, 13 Sup. Ct. 728; *Wharton v. Wise* (1893) 153 U. S. 155, 14 Sup. Ct. 783; *Fisher v. Steele* (1887) 39 La. Ann. 447, 1 So. 882; *Stearnes v. Minnesota* (1900) 179 U. S. 223, 21 Sup. Ct. 73; *Union Branch Railroad v. E. Tenn.* (1853) 14 Ga. 327. In reliance largely upon *dicta* in these cases the court in the principal case concluded that the local board had the power without the consent of Congress to enter into an agreement with a foreign municipality which did not "encroach upon or interfere with the just supremacy of the United States." Whether the contract did so encroach would be a question of fact in each case. The Constitution by another clause of Section 10 of Article 1 absolutely prohibits a state under all circumstances from entering into any formal treaty with a foreign state. The power of states to enter into interstate (and, according to the instant case, apparently international) non-political agreements without the consent of Congress finds an analogy in the power of the federal executive to enter into agreements with foreign countries without the consent of the Senate. But the distinction should be noted that while states are limited with respect to subject matter to unimportant non-political administrative matters, the power of the federal executive to enter into agreements is not limited by the importance of